

Statement of AEB – Data Protection global regulations

Status: 27th June 2022

Hereafter please find AEB's comments on developments in the international data protection environment.

If in doubt, please forward this notice to your data protection officer for assessment.

Question	Statement
Why is AEB making statements here?	<p>2021 there were changes in the international data protection environment. This also affects our data protection relationship with regard to commissioned processing in accordance with Art. 28 of the GDPR.</p> <p>With regard to third countries (relationships outside the EU), Chapter 5 of the GDPR requires special attention. Here, special guarantees must be in place if commissioned processing involves services from the third country. AEB has 100% subsidiaries in Switzerland, UK and Singapore.</p> <p>We would like to provide you with information on legal certainty in this area.</p>
What are the changes from 2021?	<p>The UK left the EU with Brexit. However, in the summer of 2021, the EU provided the UK with an adequacy decision in accordance with Art. 45 GDPR. Thus, a suitable guarantee is available for the UK – as it has been for a long time for Switzerland.</p> <p>Another option to appropriate safeguards exists according to Art. 46 DS-GVO in the so-called standard contractual clauses (short: SCC). These had been amended in 2021.</p> <p>The previous old SCCs will lose their validity on 27th Dec.2022.</p>
What do the new SCC mean for our order processing with AEB?	<p>The new SCC have been redesigned by the EU; they have a modular structure and now allow for the first time to conclude the SCC directly between processor and sub-processor.</p> <p>AEB has accomplished this based on the new SCC and has contractually implemented the relationship between AEB SE and AEB Asia Pacific in 2021 with Module 3 of the SCC.</p> <p>You can find this SCC for info in our AEB Trust Center https://www.aeb.com/en/trust-center/data-protection.php#data-protection-global-regulations with the document "Standard Contractual Clauses AEB".</p>
Do the mentioned SCC of AEB only apply to the AEB internal relationship?	<p>No. The SCCs mentioned deal with order processing. They therefore concern your customer data for your role as controller. This SCC sets out obligations that AEB enters into as a processor (order processor) with AEB in Singapore as a sub-processor.</p>

Question	Statement
How does AEB assess the changes from 2021?	<p>Very positive for all parties involved. The advantages:</p> <ul style="list-style-type: none">• You remain in control as the data protection controller• In addition to a DPA with AEB SE, no further direct contract is required between you and our AEB subsidiary in Singapore. This gives us full symmetry between the main contract and the SCC for the axis between you and AEB SE.• The SCC has been finalized.• The rules of the new SCC further clarify AEB SE's co-responsibility for the control of its subsidiary. Their implementation is part of our data protection management system.
Conclusion: Do we (still) see a need for action here?	<p>From our point of view: No.</p> <p>Should you see the need to agree on the described conditions with AEB in addition to this notification, please contact us in this sense.</p> <p>In this case, please contact mailto:dataprotectionofficer@aeb.com.</p>
Where can I read about all this?	<p>AEB posts its materials in its AEB Trust Center.</p> <p>In view of the above statements, we refer here to:</p> <ul style="list-style-type: none">• Our overview of our subcontractors• Our SCC• A corresponding risk assessment (TIA)

Thanks a lot

AEB Management